

EXHIBIT D

From: [Rieger, James](#)
To: david.quin@withersworldwide.com; "mtenore@troikamedia.com" (mtenore@troikamedia.com)
Subject: James S Amendment
Date: Friday, December 7, 2018 12:43:30 PM
Attachments: [NYDOCS1-#1082620-v2-James S Amendment.DOC](#)
[image002.png](#)

David, please glance this over and let's talk again this afternoon. I would like to keep the dialogue open, moving and constructive.

Regards,

James

James Rieger

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**TROIKA MEDIA GROUP INC.
MISSION MEDIA USA, INC.
TROIKA-MISSION HOLDINGS, INC.
101 S. La Brea Boulevard
Los Angeles, CA 90035**

December __, 2018

James Stephenson
Nicola Stephenson
200 Water St., Apt 3A
Brooklyn, NY 11201

Ladies and Gentlemen:

This letter agreement serves to memorialize certain of our agreements and understandings related to the sale in June 2018 to Troika-Mission Holdings, Inc. (the “Buyer”), a wholly-owned subsidiary of Troika Media Group, Inc. (the “Parent”), by James Stephenson and Nicola Stephenson (collectively, the “Sellers”) of certain goodwill and related assets and equity interests in MissionCulture LLC and Mission-Media Holdings Limited (the “Sale Transactions”).

That certain Employment Agreement dated as of January 1, 2019 by and among Mission Media USA, Inc., the Parent and James Stephenson (the “James Stephenson Employment Agreement”) is null and void without liability on any party and James’ continued employment by the Parent or any of its affiliates is not a condition precedent to the payment of any further consideration pursuant to the Sale Transactions.

That certain Escrow Agreement dated as of June 29, 2018 by and among the Sellers, the Parent, the Buyer and Withers Bergman LLP, as escrow agent is hereby amended to replace the words “neither Seller has been” in both Section 4(a)(i)(C) and Section 4(b)(i)(C) with the words “Nicola has not been”.

That certain Goodwill Purchase Agreement dated as of June 29, 2018 by and among Nicola Stephenson, the Parent and the Buyer is hereby amended to replace the words “neither Seller nor James has been terminated for Cause by MM Inc., TMG or an Affiliate thereof and neither Seller nor James has quit” in each of Section 2.04(c)(iii), Section 2.05(c)(iii) and Section 2.06(a)(c) with the words “Seller has not been terminated for Cause by MM Inc., TMG or an Affiliate thereof and Seller has not quit”.

That certain Equity Purchase Agreement dated as of June 29, 2018 by and among the

Sellers, the Parent and the Buyer is hereby amended to replace the words “neither Seller has been terminated for Cause” in each of Section 2.04(c)(iii), Section 2.05(c)(iii) and Section 2.06(a)(c) with the words “Nicola has not been terminated for Cause”.

This letter agreement shall be construed and enforced pursuant to the laws and decisions of the State of New York without giving effect to any choice or conflict of law provisions. Any controversy arising out of or relating to this letter agreement or any other agreement between the parties or the construction, performance or breach thereof, including, but not limited to, any and all claims for indemnification and other rights established by this letter agreement shall be settled in the federal or state courts of the State of New York sitting in New York County.

The benefits of this letter agreement shall inure to the respective successors and assigns of the parties hereto, and the obligations and liabilities assumed in this letter agreement by the parties hereto shall be binding upon their respective successors and assigns; provided, that the rights and obligations of the parties under this letter agreement may not be assigned without the prior written consent of the other party hereto and any other purported assignment shall be null and void.

If any term or provision of this letter agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this letter agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this letter agreement shall be valid and enforceable to the fullest extent permitted by law

For the convenience of the parties, any number of counterparts of this letter agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all of such counterparts taken together shall constitute one and the same letter agreement. This letter agreement may not be modified or amended, except in writing signed by the parties hereto.

TROIKA MEDIA GROUP INC.

By: _____

Name:

Title:

MISSION MEDIA USA, INC.

By: _____

Name:

Title:

TROIKA-MISSION HOLDINGS, INC.

By: _____

Name:

Title:

Acknowledged and Agreed as
of the date first above written

James Stephenson

Nicola Stephenson

WITHERS BERGMAN LLP, as escrow agent

By: _____

Name:

Title: